

Asuncion, November 12, 2004

No. 224

Excellency:

I have the honor to address Your Excellency in order to refer to recent discussions between representatives of our two governments concerning bilateral military exercises and exchanges, which will take place in Paraguay with the participation of members of the Armed Forces of the United States of America. These events include, inter alia, the ones outlined below:

Her Excellency,

Ambassador Leila Rachid-Cowles,

Minister of Foreign Relations

of the Republic of Paraguay.

- Joint Combined Exchange Training Exercise (200W) with members of the Special Forces of the United States of America and the Armed Forces and Security Forces of Paraguay between January and March of 2005.
- Specialized (Ear, Nose, Throat) Medical Readiness Training Exercise (MEDRETE) with members of the Military Medical Corps of the United States of America and Military Medical Corps of Paraguay between January and March of 2005.
- Joint Combined Exchange Training Exercise (300W) with members of the Special Forces of the United States of America and the Armed Forces and Security Forces of Paraguay between April and June of 2005.
- General Medicine Medical Readiness Training Exercises (MEDRETE) with members of the Military Medical Corps of the United States of America and Military Medical Corps of Paraguay between January and June of 2005.
- Joint Combined Exchange Training Exercise (TBD) with members of the Special Forces of the United States of America and the Armed Forces and Security Forces of Paraguay between April and June of 2005.

In reference to this, I have the honor to propose an agreement based on the following terms:

A) The Government of the Republic of Paraguay shall accord to all U.S. personnel assigned to the exercise in reference and who are present in Paraguayan territory for the duration of said exercise, a legal status equivalent to that accorded to the administrative and technical staff of the Embassy of the United States of America under the Vienna Convention on Diplomatic Relations of April 18, 1961.

B) United States personnel shall be permitted to exit and enter Paraguayan territory with United States identification and with collective movement or individual travel orders.

C) The Government of Paraguay will similarly accord duty-free importation and exportation, as well as exemption from inspection and taxation on products, property, and material for, or in representation of, the personnel of the United States assigned to carry out this exercise. Title to the materials or other goods introduced into Paraguay, or acquired in the country by or on behalf of the Government of the United States for the purpose of carrying out the activities described in this accord, will remain with the Government of the United States. The United States will retain the right to remove this property from

Paraguay at any time, not subject to the payment of taxes, customs, duties or other similar charges. The property of the Government of the United States and of its personnel may be disposed of in Paraguay provided such disposition is carried out in a manner consistent with Paraguayan law.

D) The Paraguayan authorities will accept as valid all medical licenses extended to United States Government personnel by the authorities of the United States for the purpose of carrying out medical activities in connection with this exercise. Similarly, drivers' licenses issued by the appropriate United States authorities to personnel in charge of operating vehicles will be accepted by the Paraguayan authorities without the need for the payment of fees or drivers tests.

E) The Government of the Republic of Paraguay and the Government of the United States of America reciprocally waive any and all claims against each other for personal injury to or death of their military or civilian personnel, or for damage, loss, or destruction of the other's property arising out of the activities covered by this agreement. Any and all claims presented by third parties arising from the activities carried out in the framework of this exercise shall be channeled to the responsible government, so that the same can consider its merits.

and, as the case may be, determine the compensation which corresponds, in accordance with its law. The Government of the Republic of Paraguay shall accept full responsibility for any and all claims arising from the use of projects constructed in whole or in part during these exercises.

F) The Government of the United States of America shall instruct all United States personnel participating in the exercise to carry, at all times, a valid military identification issued by the appropriate United States authority.

G) The entry and exit of United States personnel will be regulated by special arrangements with the appropriate authorities of the Government of Paraguay in accordance with the needs of the training missions.

If the foregoing terms are acceptable to the Government of Paraguay, I have the honor to propose that this note, together with the response of Your Excellency, shall constitute an agreement between our two governments, which will enter into force on the date on which the Government of the Republic of Paraguay notifies the Government of the United States that it has complied with its internal legal formalities.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

U.S. Department of State
Office of Language Services
Translating Division



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Spanish/English
ALK

Translation

Republic of Paraguay
Ministry of Foreign Affairs

No. 3/04

Asunción, November 24, 2004

Mr. Ambassador:

I have the honor to write to Your Excellency in order to acknowledge receipt of Embassy note No. 224 dated November 12, 2004, which reads as follows:

[See U.S. Text]

I have the honor to communicate, on behalf of the Republic of Paraguay, acceptance of the foregoing terms. This Agreement shall enter into force on the date the Republic of Paraguay issues notification of compliance with its internal legal formalities.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

[Initialed]

Ambassador Leila Rachid
Minister of Foreign Affairs